

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
COLLIER COUNTY AND CITY OF MARCO ISLAND FOR DEBRIS REMOVAL**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2026, by and between Collier County, a political subdivision of the State of Florida, hereafter referred to as “County,” and the City of Marco Island, a municipal corporation, hereafter referred to as “City” (collectively, the “Parties”).

WITNESSETH:

WHEREAS, on February 13, 2009, the County and City entered into an Interlocal Agreement for Debris Removal (the “Interlocal Agreement”) providing for the Parties’ responsibilities following the occurrence of a natural disaster in which the County becomes eligible for reimbursement by FEMA for the cleanup and removal of disaster debris from both the unincorporated and incorporated portions of Collier County, Florida; and

WHEREAS, the Collier County Solid Waste Management Department is responsible for planning and administering the debris recovery and removal operation in the aftermath of a severe weather event; and

WHEREAS, during a debris recovery mission, County staff is given the direction to pick up debris that is reimbursable through the Federal Emergency Management Agency, hereafter referred to as “FEMA”; and

WHEREAS, during these events, some incorporated areas are covered as part of the debris recovery effort, such as Everglades City, the City of Marco Island, and some portions of the City of Naples; and

WHEREAS, several thousands of dollars may be expended by the County to collect, monitor and dispose of debris in these areas; and

WHEREAS, the County has a concern that there may be an incident or occasion where FEMA may not reimburse the County for its work and effort; and

WHEREAS, effective as of June 26, 2025, Florida Statutes § 403.7071 requires that all counties and municipalities must apply to the Florida Department of Environmental Protection

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("FDEP") for authorization of at least one debris management site and seek annual preauthorization for previously approved sites as allowed by FDEP; and

WHEREAS, municipalities may seek approval of designated debris management site locations associated with their disaster debris coordination responsibilities as articulated in an Interlocal Agreement with the County; and

WHEREAS, the City and the County seek to amend the Interlocal Agreement to identify the designated disaster debris removal sites so that the City may seek approval from FDEP of the designated locations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements stated herein, the Parties agree to amend the Interlocal Agreement in its entirety as follows:

1. **Term.** The term of this annual agreement is from June 1, 2026 through May 31, 2027 and shall automatically renew each year unless terminated as provided herein.
2. **Responsibilities.**
 - A. County. The County agrees to:
 - a. Following the occurrence of a natural disaster in which Collier County becomes eligible for reimbursement by FEMA for the cleanup and removal of disaster debris, the County will undertake to remove disaster debris from both the unincorporated and portions of the incorporated areas of the county.
 - b. County staff and contractors shall use their best efforts to remove only debris that is eligible for reimbursement by FEMA.
 - B. City. The City agrees to:
 - a. Should the City wish to have debris removed that the County has determined to be ineligible for State or FEMA reimbursement, the City agrees to reimburse the County no later than thirty (30) days from the invoice date for the removal not reimbursed and the disposal of this ineligible debris. The rate charged to the City for debris removal will be no more than the County has been charged by its contractor.
 - b. Should some debris removed from the City by deemed ineligible for reimbursement by the State or FEMA, the City will reimburse the County for the cost of the removal not reimbursed and the disposal of this debris no later than thirty (30) days from the invoice date.

- c. Should the State or FEMA not reimburse the County 100% for eligible debris, the City will reimburse the County for the percentage excluded by the State and FEMA.
- d. Following a natural disaster, the City will inform Collier County if the City does not wish to have debris removed from the City by the County.

3. **Disaster Debris Management Sites.** Attached to this Interlocal Agreement is the County's Disaster Debris Management Sites. The Parties agree that City may jointly apply for authorization of a debris management site with the county, as required by law, at the following County Disaster Debris Management Sites ("DMS") located in close proximity to the City: DMS Manatee Park (WACS 97990), DMS-School Manatee (WACS 98132), RRBP (WACS 99069), Carnestown (WACS 73088), Collier County Landfill (WACS 73046), and/or DMS – Marco Island Recycling Drop-off Center (WACS 73044). The Parties further agree that the City may also separately seek preauthorization for an alternative site(s) from FDEP as required by law. The Parties further agree to amend this Interlocal Agreement as necessary on an annual basis to seek such preauthorization.

3. **Termination.** This Interlocal Agreement may be terminated by thirty (30) days written notice by regular U.S. Mail to the Parties at the following locations:

County: Collier County Board of County Commissioners
Attn: Kari Hodgson, Division Director – Solid Waste
Solid & Hazardous Waste Management
3339 Tamiami Trail East, Suite 302
Naples, Florida 34112

City: City of Marco Island
Public Works Director
50 Bald Eagle Drive
Marco Island, Florida 34145

4. **Miscellaneous:** This Interlocal Agreement shall be governed and construed under the laws of the State of Florida, with jurisdiction and venue in and for the courts of Collier County, Florida.

5. **Entire Agreement.** This Interlocal Agreement is the entire agreement between the Parties and contains all the terms agreed upon.

IN WITNESS WHEREOF, the Parties have made and entered into this First Amendment to the Interlocal Agreement by their authorized representatives on the respective dates attested to below.

ATTEST:
Crystal K. Kinzel, Clerk of the Circuit
Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

By: _____
Dan Kowal, Chairman

Dated: _____
(SEAL)

Approved as to Form and Legality:

Scott R. Teach, Deputy County Attorney



ATTEST:

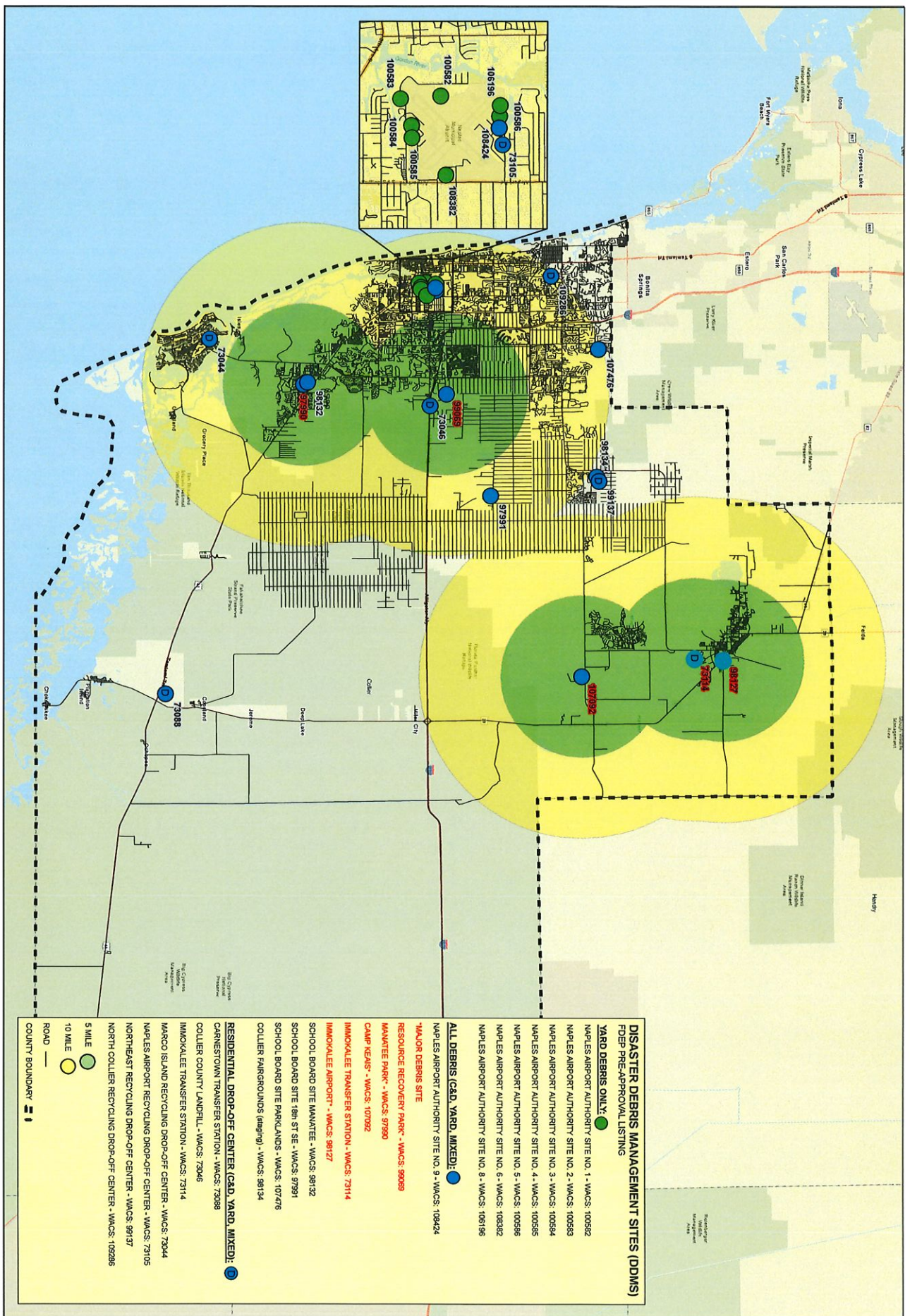
CITY OF MARCO ISLAND

Joan Taylor, City Clerk

By: _____
Casey Lucius, Ph.D.
City Manager

Approved as to Form and Legality:

Alan L. Gabriel
City Attorney



Debris Management Sites



Disclaimer: Map features are a representation of compiled utility information and do not replace or modify land surveys, deeds, or other legal instruments defining land ownership and use. It is intended to be an accurate and true depiction for the stated purpose. The user assumes all responsibility for the use of this information and accepts any responsibility as to its use. This is not a survey nor is it to be used for design.



Public Utilities Department

Drawn By: Phillip Sherman

Division: EMD

Current as of: April 30, 2026